City of Fredericksburg, Virginia

Request for Proposals # 2015-PW-Traffic-03 for

Advanced Traffic Management System

Sole contact point for submissions:	Sole contract point for questions:
Shawn Beavon	Shawn Beavon
Deputy Superintendent of Public Works – Traffic	Deputy Superintendent of Public Works – Traffic
City Hall, Room #L6	(physical) City Hall, Room #L6
715 Princess Anne Street	715 Princess Anne Street
Fredericksburg, Virginia 22401	Fredericksburg, Virginia 22401
	(mailing) P.O. Box 7447
	Fredericksburg, Virginia 22404-7447
	Office: (540) 372-1110
	Fax: (540) 310-0640
	E-mail: sbeavon@fredericksburgva.gov

Important dates:

RFP issuance	December 6, 2015
Pre-proposal meeting	December 14, 2015
	10:00 AM
	Fredericksburg City Police Dept
	2200 Cowan Blvd
	Fredericksburg, VA 22401
Deadline for proposers to ask questions	December 17, 2015
Deadline for City's responses to questions	December 21, 2015
Proposals due	January 11, 2016
	3:00 PM

<u>Introduction</u>

The City of Fredericksburg has identified the need to upgrade and enhance its existing advanced traffic signal control system. The City is requesting proposals for non-professional services from qualified proposers for equipment and services to serve as the City Signal System Software and Local Controllers/Cabinet Hardware standard for use by the City in future installations and traffic signal upgrades.

Background:

Transportation Environment:
The City has an estimated population of 28,200 and is approximately 50 miles from both Richmond and Washington, D.C. I-95 currently exceeds 160,000 vehicles passing through the City daily. Major transportation corridors passing through the City include: I-95, US-1, VA-2, VA-3, and VA-639. Transit service is provided by the FREDericksburg Regional Transit (FRED), which operates out of the City and the Counties of Stafford and Spotsylvania. Virginia Railway Express (VRE) as well as AMTRAK provide commuter passenger rail service to Washington, D.C.

Current Traffic Management Resources:
The Traffic Division of Public Works is responsible for the operation of the City's advanced traffic management system. There is a Deputy Superintendent assigned to oversee the operation of the ATMS.

Existing System Overview:
The City currently operates 60 signalized intersections. Of the City's existing signalized intersections, 23 currently use broadband internet connections provided by Cox Communications that allow 2Mbps/2Mbps (download/upload) at each location. The City plans to continue upgrading field cabinet communications to broadband leased-lines as funding and construction projects allow. The City currently leases a 15Mbps/5Mbps Cox Communications connection at the Public Works City Shop which will house the proposed Traffic Operations Center (TOC). The City plans to upgrade the existing Public Works City Shop connection in conjunction with the system deployment but a final determination as to the nature of the upgrade has not been made. The City currently has plans to install broadband Ethernet radio communications connect seven existing signalized intersections to a location that currently has a leased-line Cox Communications connection.

Overall, the City's intersections are operating with the following traffic signal controllers:
• PEEK 3000E
• PEEK LMD 9200
• PEEK LMD 8000
• Eagle EPAC M42
• Eagle EPAC M52
• Econolite ASC/3

The majority of the intersections with communications already installed are operating with PEEK 3000E controllers and communication is facilitated through the PEEK CLMATS closed loop traffic management system. At all locations with remote communications capability, the City uses Clary UPS units for backup power.

The City's existing infrastructure also includes remote connectivity at several locations for: FLIR thermal video detection systems; Aldis Gridsmart video detection; Trafficware Valence Pods wireless detection; and Sensys wireless magnetometer detection. The City plans to integrate these devices with the proposed central system.

Proposer Eligibility Requirements

1. A proposer must assume responsibility as prime contractor for this contract. Consortiums, joint ventures, or teams submitting proposals, although encouraged, must establish that all contractual responsibility rests solely with one legal entity, which cannot be a subsidiary or affiliate with limited resources.

   Subcontracting is only permitted with the City's advance written permission. Identify all proposed subcontractors in your proposal.

2. Proposers must be authorized to do business in Virginia, and registered with the Virginia State Corporation Commission. **Provide the full legal name of the proposer, as registered with the SCC, in the proposal**.

3. Any person currently debarred under Fredericksburg City Code § 2-411 cannot submit a proposal.

4. The City does not discriminate against proposers based on race, religion, color, sex, national origin, age, disability, or faith-based organization status.

Scope of Work

The Fredericksburg Signal System upgrade deployment outlined in this RFP is planned to include approximately 60 new ATC traffic signal controllers; central traffic control hardware and software; and broadband communications upgrades. The proposer shall be capable of furnishing signal controllers, cabinets, and accessories, furnishing and installing central system servers and software, and providing integration services for the proposed central and field components. The proposer shall provide a communications system diagram with proposal to demonstrate how the proposed elements will integrate together into the City's network. The City intends to purchase these elements from the selected proposer(s) and release a separate field installation contract at a later date. The City reserves the option to purchase hardware and 3rd party software directly. Proposers shall identify ALL software and hardware necessary to operate their product efficiently. Proposers shall provide a warranty for the proposed hardware and software to operate their system for a minimum of 5 years. Other costs/fees shall NOT be allowed aside from those explicitly identified in Proposers' proposals.

The Proposer shall be capable of providing integration services anticipated to extend through the field construction phase (2016-2017). The Proposer shall demonstrate staffing experience to accomplish two levels of integration: local controller and communication system loop (where applicable). Each level of integration is expected to include the following base requirements:

Local Controller Integration: The Proposer shall be able to extract existing controller settings and operations parameters in order to configure a new Proposer-provided local controller, to add the controller to the central system database, configure the intersection mapping on the GUI, and load the designated IP addressing for each upgraded/proposed intersection. The Proposer will support either the City or its designated field contract representatives with troubleshooting parameter changes or other settings that impact successful deployment of the controller in the field by others.

Communication System Loop Integration: The communication network architecture is comprised of several local controllers and Layer 2 Ethernet Switches that are connected via broadband leased lines, and in some instances may use wireless or fiber to chain them together as a system loop with a single broadband link. The Proposer shall provide support to City staff during the initial equipment procurement phase, and to the City staff during the subsequent construction phase, to integrate and enable system communications with signal controllers as a communication channel is brought on line. The Proposer will support either the City or its designated field contract representatives with troubleshooting communication mismatch or other network settings that impact successful integration of the system loop into central system monitoring. Integration testing is to be carried out in conjunction with the City and/or its designated field contract representatives to verify system redundancy and operation parameters along a coordinated system.

The response to the RFP will be evaluated on the following criteria. All criteria must be met to be invited to demonstrate the proposed system software and hardware to the City. Proposal formats, dates and times, specific evaluation criteria, and detailed system functional requirements will be transmitted to those proposers invited to demonstrate to the City.

Experience Qualifications:

The solution proposed by the proposer in response to the RFP shall have been previously deployed (and currently still in operation) in North America with the following characteristics:
- A minimum of 70 ATC controllers;
- IP/Ethernet protocols for communications to at least 75% of field controllers on a communications network consisting of broadband, fiber optic cable and/or wireless interconnect; and

-Shall be operated from a traffic operations center (TOC) or similar facility and shall be a central, distributed processing system (not a closed loop system).

Technical Capability/Staff Qualifications:

Proposals must include an organization chart showing the proposer's project manager and all key personnel and their role in the project, along with 1-page resumes for up to 5 key personnel. If subcontractors are proposed, their proposed role and up to two staff resumes of no more than 1-page may be submitted. For the proposer and all subcontractors, please state the full name and role of each firm participating on the proposer's team, and clearly indicate which proposing firm is the prime. Include a letter from each subcontractor committing to their role on the team, where appropriate.

Technical Offerings Compliance with Requirements:

The solution proposed shall have the following technical features:
   -Centrally distributed system (not closed loop system)
   -ATC Controller that is compatible with NEMA TS-1 and TS-2 cabinet standards
   -Support multiple central operation facilities
   -Support IP/Ethernet protocols over leased broadband, agency wire-line (fiber or twisted pair) and agency wireless communications
   -Meets High-Level Functional Requirements in Exhibit 3.

Technical Innovations:

The City will consider technical innovations in proposed solutions.

Accessibility/Location Qualifications:

Proposers must have a North American Office, Proposer's project manager must be based in North America, and the Proposer must demonstrate the availability of permanently North American based maintenance and technical support staff able to answer technical support phone calls during normal business hours for the City of Fredericksburg (8AM – 5PM, Eastern Standard/Daylight Time) and be able to provide on-site support within 48hours. If subcontractors will be used, they also must meet the location requirements and the technical support requirements for the components they will be providing.

Instructions to Proposers

1. Do not submit copious amounts of general promotional material. Please focus on addressing the Scope of Work, in the format described under 'Proposal Format.'

2. All proposals must be received by the time and date specified on this RFP's cover page, at the location specified on the cover page. Any proposal received after this time will not be considered. It is the proposer's responsibility to have their proposal in on time and at the correct place. Federal Express and other overnight delivery services may not guarantee morning delivery to Fredericksburg, VA. Next day delivery usually arrives in mid-to-late afternoon.

3. Submit an original paper version, six paper copies, and one electronic version in Adobe PDF format.

4. Submit proposals on standard 8.5 x 11-inch paper. Each page must be clearly and consecutively numbered on each page.

5. The original proposal must be signed by an official authorized to legally bind the proposer to its terms. The signature must appear above the typed or printed name and title of the individual signing, include a statement that the signer is authorized to bind the proposer to its terms.

6. A proposer may submit more than one proposal. At least one proposal must be complete. The rest may be in abbreviated form, referencing the complete proposal and describing the information that is different from the complete proposal. Each proposal must be submitted separately.

7. All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. <u>You cannot mark pricing information as confidential</u>. If the City cannot tell which ***specific*** parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will release it in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

8. The legal terms attached to this request are the terms that will govern any contract resulting from the request. You may propose edits to these terms and propose specific additional terms, but you may not attach your own set of standard terms or other documents containing terms that contradict or restate the City's terms.

9. The City may request clarification of submitted information and request additional information.

10. Any proposal may be withdrawn up until the time set for the opening of the proposal.

11. Any questions must be directed to the contact person listed on this RFP's cover page. A written addendum signed by that person and posted at www.fredericksburgva.gov/Bids.aspx is the only means by which the City will issue official clarifications and information to this RFP. You are responsible for checking for addenda regularly. You may sign up for automatic notifications at:*www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids*.Official addenda become

part of the RFP, and proposers are responsible for ensuring that their proposals respond to information in the addenda.

12. Proposals are binding offers for 90 days after the deadline for proposal submission. If the City accepts a proposal, the proposer is bound to the terms of the contract.

13. This program is contingent on available funding. The City may award multiple contracts or no contract. The City may negotiate with proposers and ask proposers to revise aspects of their proposals.

14. The City is not responsible for any costs incurred in preparing a proposal.

15. If the City determines that a proposer has made a material misstatement or misrepresentation, the City may eliminate the proposer from the RFP process.

16. By submitting a proposal in response to this RFP, a proposer grants the City permission to audit the proposer's financial and other records as they may relate to this procurement.

17. The City owns all information submitted to it in proposals under this RFP.

18. Exhibit 4 is a sample cover sheet for any contract that results from this RFP. A winning proposer must provide evidence of compliance with insurance and other contract requirements, and sign the contract, before the City will sign the contract.

Proposal Format

Proposals shall be organized and tabbed as follows:

1. A completed Exhibit 5 – Certification.

2. Introduction.
    2.1. A concise explanation of your understanding of the RFP's scope of work.
    2.2. A brief summary (3 pages maximum) of the proposal's contents, emphasizing any strengths and unique aspects of the proposal.

3. A detailed description of the proposal being made, including:
    3.1. A brief synopsis of your understanding of the City's needs and how you plan to meet those needs. This must provide a broad understanding of the entire proposal;
    3.2. A completed Exhibit 3 – Functional Requirements Matrix;
    3.3. A narrative description/project approach;
    3.4. A detailed project schedule or milestones;
    3.5. Explanation of any assumptions and constraints; and
    3.6. Identification of any additional services proposed.
    3.7. A Communication System Diagram showing how the proposed components work with each other and with the City's network.

4. A statement of experience, including:
    4.1. The number of years proposer has been in business under its current name, previous business names, and a short history of the organization.
    4.2. A statement that the proposer has the capacity to meet the scope of work. Include an executive summary highlighting the qualifications of the proposer for providing signal system software and hardware upgrade and the depth of resources available to provide the services requested.
    4.3. The size and location of the specific office that will be serving the City.
    4.4. For every contract proposer has from the past three years (including ongoing contracts) for similar work, list (Virginia contracts first) up to max of 20:
        4.4.1. Date of completion and duration of the contract;
        4.4.2. Type of work;
        4.4.3. Total dollar amount contracted for and amount received;
        4.4.4. Location of area served; and
        4.4.5. Name, address and contact information of agency with which contracted.
        4.4.6. If any of those contracts were terminated before the original termination date, state the date of termination and reason for termination. If none were terminated, state this.
    4.5. A list of all controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, state that you have none.

5. Résumés of key staff members and an organizational chart. For each key employee that will be providing services to the City, list:
    5.1. Name and title;
    5.2. Office location and city of residence;
    5.3. Project responsibilities and roles;
    5.4. Educational background;
    5.5. Applicable professional registrations, memberships, and license numbers;
    5.6. Years of relevant experience and role on similar previous projects.

6. Describe all proposed subcontracting activities. Includes the full legal name and address of all subcontractors, the type of work to be performed, and the percentage of the total work they will perform.

7. Submit evidence of ability to obtain insurance in the amounts and coverages required by the legal terms of the contract.

8. Provide this additional information:
   8.1. Describe any exceptions to the City's requirements or clarifications to the requirements.
   8.2. State the case name and number, court, and give a general summary of any litigation pending or judgment rendered within the past 5 years against proposer or any of its previous legal entities.
   8.3. State whether the proposer or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct with the past 5 years.
   8.4. List any pending litigation in which proposer or any of its officers or managers is a named party.

Proposal Evaluation and Selection

1. Phase I—Proposal Evaluation: The City will use the following criteria to evaluate proposals for selecting those which will advance to Phase II of the evaluation process. Proposals that the City deems to be non-responsive to the RFP will be eliminated from consideration during Phase I.

Evaluation Matrix		
Category	Description	Awardable Points
A	Experience Qualifications: (i) proposer's past performance on any City contracts; (ii) the results of reference checks; and (iii) proposer's experience in providing the services solicited by this RFP as set forth in the proposal.	20
B	Technical Capability/Staff Qualifications: the qualifications of the personnel proposed to be assigned to provide the services solicited by this RFP and the equipment and materials proposed to be used in performing the services solicited by this RFP	23
C	Technical Offerings Compliance with Requirements: the extent of the proposer's compliance and willingness to comply with all of the terms and other requirements of the RFP and resulting contract, and pricing.	24
D	Technical Innovations: the extent of proposer's use of innovative solutions for satisfying the requirements in this RFP and the resulting contract.	23
E	Accessibility/Location Qualifications: the degree of accessibility that the proposer will be able to provide to the City officials who will be administering the contract. The City and the contractor need to maintain close cooperation and coordination to achieve the objectives of the contract.	10
Total		100

2. Phase II—Interview Presentation and Bench Test Evaluation.

Proposers will be interviewed and give a presentation to the evaluation committee. The Phase II presentation/demonstration will be based on the subject project and should not last more than 2 ½ hours, during which time proposers must cover all information necessary for City staff to test and operate the proposed system software in a simulated environment. This demonstration is intended to provide proposers an opportunity to instruct City staff on operations and features

of the proposed central system and field hardware. Proposers must provide a working demonstration system for the City to bench test evaluate on-site for up to two weeks.

The interview and presentation will be conducted with only proposed team members identified on the proposer's organizational chart. The evaluation committee will use information gained during these discussions, information presented in the presentation, and subsequent bench test evaluations to rank proposals.

Proposers must also provide a detailed technical approach during Phase II.

Proposers must also provide a non- binding cost proposal during Phase II. This must be in a sealed envelope labeled with the name of the proposer and "price proposal." Proposers must provide a firm fixed price for all services and materials to be provided. Proposers must explain in detail the components of the firm fixed price for central system software and hardware, local controller hardware, and integration services, as well as hourly rates for any supplemental services offered. Proposers should include a proposed payment schedule. Progress payments are allowed if the payments are based on completion of defined milestones.

The progress payment schedule for the contract will be as follows, unless otherwise approved and accepted by the City:
- 10% due upon contract signing.
- 30% due upon system installation.
- 20% due upon the completion of training.
- 20% due upon system acceptance (see Acceptance Testing of System)
- 20% of the Contract Sum due 30 business days after date of Live Production

The evaluation committee will select the top-ranking proposal, close Phase II, and begin Phase III negotiations with the top-ranking proposer.

3. Phase III—Negotiations. The City and the top-ranking proposer from Phase II will negotiate and finalize a detailed scope of services and contract price. If negotiations are unsuccessful, negotiations will be terminated and the City will begin negotiations with the next-highest rated proposer from Phase II.

4. The City may award a contract, multiple contracts, or no contract. The City may accept or reject any or all proposals, waive irregularities and technicalities, and request resubmission or additional information. The City is the sole judge of suitability of the proposals. The City's decision is final.

List of Exhibits

1. Contract terms
2. USDOT 1050.0 Civil Rights Act requirements
3. Functional Requirements Matrix
4. Sample contract cover sheet
5. Certification
6. Nondisclosure and Confidentiality Agreement
7. Third Party Access Policy
8. System Acceptance Certificate

Exhibit 1 - Contract Terms

Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

Modifications. Modifications to this contract can only be authorized by approved written change order or contract amendment signed by the City Manager. Contractor must submit requests for change orders to the City. The City will respond to requests promptly, in writing.

Extension. The City may extend the term of this contract for up to one year, for any reason.

Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).

Audit. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor. The right to inspect records specifically includes all records related to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate contractor records.

Property of Work. All materials, reports, and products, in any form, that result from this contract are the property of the City. Contractor shall not copyright any of this property. Contractor shall give all work papers and related documents to the City upon request. Any data and materials given by the City to Contractor remain the City's property When no longer needed, Contractor will return all data and materials to the City or destroy them using a City-approved method.

Ethics in Public Contracting. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Personnel. The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

Project Manager. The Contractor shall provide a Project Manager, approved by the City, to oversee the project until its completion. The Contractor's Project Manager shall oversee the overall project on behalf of the Contractor and shall be on-site during all major project activities as defined in the Project Plan approved by the City.

Background Checks. Certain individuals associated with the Contractor may require access to confidential data in order to perform services or provide products under this contract; therefore,

the City may need to perform background checks on all non-City-employees who will have access to confidential data. The Contractor shall provide and shall cause any subcontractors to provide the consent to those background checks, in the form provided by the City, of each individual who will require access to confidential data to perform services or provide products under this contract. Contractor shall, within thirty days of the date of the contract, furnish the City with the completed background check forms from each individual who will require access to confidential data. The City shall reasonably expedite all background checks.

Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over $10,000, so that the terms will be binding upon each subcontractor and contractor.

Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

Drug-Free Workplace. Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over $10,000, so that the terms will be binding upon each subcontractor and vendor.

Payments. The City shall pay Contractor for all goods and services under this contract in accordance with the pricing provisions specified in the RFP and winning proposal. Contractor must provide its federal employer identification number to the City before requesting payment. Contractor will submit invoices to the City, identifying each item billed for in sufficient detail to enable the City to ensure that the pricing is accurate and that the item has been delivered/service has been performed. The City will pay invoices within 30 days. Any invoice not paid within 30 days will accrue 1% interest per month.

Taxes. Contractor shall pay all federal, state, and local taxes associated with this contract. The City is not responsible for any of these taxes. If the City nevertheless pays any of these taxes, Contractor shall reimburse the City for the full amount of the taxes.

Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

Subcontractors. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

Indemnification. Contractor shall indemnify save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with (i) Contractor's default or breach of this contract; and (ii) Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

Insurance. Contractor and any subcontractors shall maintain, at their expense, the following insurance coverage during the entire term of the contract. Contractor shall provide copies of its Certificates of Insurance to the City.

a. Workers' Compensation—as required by law.

b. Employer's Liability--$100,000.

c. Commercial General Liability--$1,000,000 per occurrence.

d. Automotive Liability--$1,000,000 per occurrence.

e. Professional Liability (i.e. Errors and Omissions)--$2,000,000 per wrongful act, $3,000,000 annual policy claims aggregate.

All insurance policies shall provide that (i) subrogation against the City is waived; (ii) the City is named as an additional insured; (iii) coverage will not be cancelled, non-renewed, or materially altered without 45 days written notice to the City; and (iv) the insolvency or bankruptcy of the insured does not release the insurer from its obligation to satisfy claims otherwise within the coverage of the policies.

Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted fewer than 60 days after the final contract payment.

Claims must (i) set forth the primary, secondary, and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact, and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data.

Dispute Resolution. The parties shall first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

Default and Termination for Cause. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law; procure supplies and services from other sources and hold Contractor responsible for the cost; and c) collect liquidated damages.

Liquidated Damages. The City will incur actual damages if Contractor fails to perform its responsibilities under the contract as scheduled. It would be impractical to determine the actual amount of these damages. The parties agree that $100 per day is the best estimate of the damage that would be incurred by delayed performance under the contract. This is the City's exclusive monetary remedy for delay by the Contractor.

Termination without Cause: The City may terminate this contract for any reason upon 90days notice to Contractor. The City will promptly pay all amounts already earned by Contractor before the notice of termination was received and reasonable expenses incurred in reliance upon the contract before the notice of termination was received.

The parties can agree to terminate this contract at any time.

Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City:

Shawn Beavon
Deputy Superintendent of Public Works – Traffic
City Hall, Room #L6
715 Princess Anne Street
Fredericksburg, Virginia 22401

To the Contractor:
The address listed on Contractor's Proposal. Contractor may change its address for notices by notifying the City in writing of the change.

Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

Construction and Interpretation. City and Contractor have both had the opportunity to have their legal counsel review this contract. If an ambiguity or question of intent arises, this contract will be construed as if drafted jointly by the parties.

Intellectual Property. Contractor shall not infringe on any valid copyright, patent, service mark or trademark in the performance of this contract. Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of the contract. Contractor shall defend, hold harmless, and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of this contract.

Force Majeure. If either party is unable to perform its obligations under this contract due to acts of god or circumstances beyond its reasonable control, those obligations will be suspended as long as those circumstances persist if the delaying party promptly notifies the other party of the delay. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

No Third-Party Beneficiaries. This contract is between the City and Contractor. It does not create any right, benefit, or claim for any other person or entity.

No Endorsement. By selecting a proposal, the City has not endorsed the proposer or its products or services. Contractor will not make any reference to the City in any promotional materials without advance written permission from the City.

Safety. Contractor must follow all relevant safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and all other relevant professional and legal safety requirements.

Confidentiality and Access. The goods and services Contractor is providing under this contract necessitates Contractor access to the City of Fredericksburg's computer network. Contractor shall execute Exhibit 6 - Nondisclosure and Confidentiality Agreement and Exhibit 7 - Third Party Access Policy before performing any work under the contract.

Grant of License. The City is purchasing a good and clear, non-exclusive, license to use the software for use only by the City, its officers, and its employees. Contractor warrants that its

software does not infringe any third parties' intellectual property rights, and agrees to indemnify the City from any infringement claims.

Contractor will retain, subject to the license granted by this Contract, full ownership rights to the software. The City will take all reasonable precautions, including any reasonable precautions specified by Contractor in writing, to ensure that copies of the software are not released to a third party (except as necessary to maintain the software). The City acknowledges that the software is proprietary and a trade secret to Contractor or its suppliers.

The City may use the software on any hardware owned by the City, and in an emergency, on hardware owned by a third party until the City returns to normal operations. Upon request, Contractor will assist the City with transferring the software to hardware, at Contractor's current rate.

Contractor shall supply to the City at least one copy of all necessary systems and operations documentation, and at least one copy of all user manuals. The City may make unlimited copies of this material.

Contractor shall correct any program errors in software included in its proposal, at no cost to the City, for one year from the date of final system acceptance.

Acceptance Testing of System. Contractor shall provide an adequate test database for acceptance testing purposes. Contractor shall give its written certification to the City when all hardware and software is installed and ready to use.

Upon Contractor's certification, the City will test the hardware and software for compliance with the contract terms. Within 30 business days of certification, the City will give Contractor either a) written notice of system acceptance, or b) a written statement of defects that Contractor must correct before the City will accept the hardware and software. If the City does not do so within 30 business days, it accepts the hardware and software by default on the 31st business day after certification.

If the City gives Contractor a written statement of defects, Contractor shall promptly correct the defects and give the City written certification within 30 business days. The City will re-test the hardware and software in accordance with the procedure for initial testing.

Warranty. Contractor shall correct any program error (bug) found in the software system for 1 year from the date of system acceptance without additional charge.

System Support and Maintenance. Contractor shall provide system maintenance for the term of the contract. The City may terminate this maintenance at any time. Contractor shall notify the City of the release and cost of any superseding versions of software. If the software's developer or manufacturer no longer supports a required system component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product. System Maintenance/Support costs may be increased annually in accordance with the Washington DC area Consumer Price Index.

Contractor will escalate the level of support according to this table if the City finds that support has not been satisfactory (e.g. for every three days a high severity problem has not been resolved, Contractor will escalate support one level up its chain-of-command):

Severity of problem reported:	Number of days without satisfactory resolution:
Mission Critical	1
High	3
Medium	14
Low	30

Mission Critical: an issue that makes any mission-critical aspect of the system unusable.
Contractor will contact City within 1 hour of City's problem report.
The problem should be corrected within 24 hours.

High: an issue that severely impairs the system and reduces user productivity, but an acceptable workaround is available. This could mean a major problem limited to a small number of users, or a problem affecting functionality not used daily.
Contractor will contact City within 4 hours of City's problem report.
The problem should be corrected within 3 days.

Medium: an issue that impairs the system, but has workarounds. Users are able to function near typical productivity.
Contractor will contact City within 72 hours of City's problem report.
The problem should be corrected within 14 days.

Low: an issue that it would be nice to resolve, but that does not have a significant impact on the system or user productivity. Includes minor fixes and process improvements.
Contractor will contact City within 10 days of City's problem report.
The problem should be corrected within 30 days.

Conversion. Contractor is responsible for conversion to the new system, in accordance with mutually agreed-upon specifications. Contractor shall meet the highest industry-standard practice in its conversion tasks. The City shall provide data to be converted from the City's current systems.

Contractor shall prepare for the City's review and approval, before starting conversion, all conversion tables and other information to be used in the conversion. The City shall review and comment in writing to Contractor on any required corrections to the tables and other information within 10 business days.

Remote Disabling. Contractor will not use electronic self-help to prevent the City's use of the hardware or software. Contractor warrants that the hardware and software will not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this contract. Contractor shall not introduce any restraints at a future date without first obtaining approval from the City in writing. No limitation of liability or limitation of damages applies to this section.

Necessary Ancillary Software. Contractor shall provide the City with all software, including language compilers, middleware, database interfaces, and system management tools, required to make the proposed software product a complete functioning system.

Latest and Best Technology. All goods and services shall represent the latest and best technology of Contractor or its subcontractors.

Source Code Escrow.

a. **Escrow.** Pursuant to the terms of this Contract, the **Contractor** shall deposit one (1) copy each of all Code, maintained in both Object Code (i.e. machine-readable) and Source Code (i.e. human-readable) formats, to be used by the City only as this article authorizes. Each deposit shall include instructions describing how the Code is compiled and linked. Any failure by the **Contractor** to perform any obligation imposed by this article shall be considered a material breach of the Contract by the **Contractor**.

b. **Ownership and Other Warranties.** The **Contractor** warrants to the City that the **Contractor** possesses all the rights in the Licensed Software necessary to enter into this Contract and to deposit the Licensed Software with City pursuant to its terms. Further, the **Contractor** warrants the accuracy, completeness, functionality and performance of all Source Code and other materials escrowed as required by this section to the extent this Contract requires the **Contractor** to make such warranty with regard to the Object Code associated therewith.

c. **Deposit of Source Code.** Within thirty (30) calendar days of the City's payment in full for accepted Licensed Software, the **Contractor** shall deposit the Source Code in escrow. The **Contractor** shall make arrangements with Iron Mountain to declare the City as a beneficiary using the City's existing agreement with Iron Mountain. The **Contractor** shall either deliver the Source Code to Iron Mountain if the **Contractor** does not already have the Source Code escrowed with Iron Mountain or link the **Contractor's** agreement with Iron Mountain to the City's agreement with Iron Mountain if the Source Code is already escrowed with Iron Mountain. Upon request, the City shall furnish the **Contractor** with a copy of the City's agreement with Iron Mountain and an example of the forms that the **Contractor** must use in order to meet this requirement. The City shall not be liable for any expenses associated with the deposit of Source Code as required by this Contract.

d. **Updates.** During the term of the license granted by this Contract, as long as any support arrangement with the **Contractor** remains in effect, the **Contractor** shall deposit in escrow in accordance with subection c (—Deposit of Source Code) of these Special Terms and Conditions the Source Code for every update, correction, or new release of the Licensed Software provided to the City in Object Code form. Deposits shall be made within 90 days of the release of updates, corrections, or new releases. The City shall not be liable for any expenses associated with any escrow deposit.

e. **Title.** The **Contractor** shall have sole and exclusive ownership of all right, title, and interest in and to the Source Code escrowed, including ownership of trade secrets and copyrights pertaining thereto, subject only to the rights and privileges expressly granted by the **Contractor**. This Contract does not provide City with title or ownership of the Source Code escrowed, but only a right of limited use. The City shall keep the Source Code free and clear of all claims, liens, and encumbrances.

f. **Release of Source Code to City.** The Source Code deposited in escrow pursuant to this Contract shall be released to the City only upon the occurrence of any of the following events:

i. If the **Contractor** dissolves or otherwise goes out of business;

ii. If the **Contractor** makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and does not cure such bankruptcy within ninety (90) calendar days;

iii. If the **Contractor** decides to discontinue maintenance or support services or both for its latest version of the Licensed Software; or

iv. Such other events as the City's agreement with Iron Mountain may provide at the time the parties sign this Contract.

If the City must pay any fee to obtain release of the Source Code as allowed under this Contract, the **Contractor** shall promptly remit such sum to the City. Upon the **Contractor**'s request, the City shall furnish the Contractor with a copy of the City's agreement with Iron Mountain.

g. **Use of Source Code to Cure Problems.** In the event that a Major Application Problem remains unresolved for a period of ten (10) calendar days after the City has notified the **Contractor** of the Problem, the City shall have a limited right to access the Source Code in order to effect repair of the Problem. When the Problem is resolved, the City shall return the Source Code to escrow.

h. **Return of Source Code to the Contractor.** When the City has determined that the Licensed Software is no longer required, the City shall return the Source Code to the **Contractor**. The City agrees not to modify the Source Code without the prior written approval of the **Contractor**, which approval shall not be unreasonably withheld.

i. **Miscellaneous Escrow Provisions.** The following additional terms and conditions shall apply to the escrow of the Source Code required by this article:

i. Should the City make any payment to Iron Mountain to cure a default on the part of the **Contractor** of the agreement with Iron Mountain if the Contractor chooses to escrow the Source Code with Iron Mountain, the **Contractor** shall promptly remit such sum to the City.

ii. Should the **Contractor** fail to pay to, on behalf of or for the benefit of the City any amount that the **Contractor** is required to pay under this article, the City may withhold such sum from any future payments that this Contract would otherwise require the City to pay the **Contractor** without prejudice to any other remedies at law or afforded by this Contract that the City may have.

Nonperformance of System. If the successful completion of the Performance Period is not attained within thirty (30) working days from the date of Certification, the City shall, at its sole discretion, have the following cumulative remedies:

1. Restart the Performance Period anew or extend it, requiring Contractor, at Contractor's sole expense, to modify or adjust the System, or replace or add components, to make the System meet the detailed system specifications per Exhibit 3 and Contractor's warranties;

2. Reduce the price of the System by an amount to be mutually agreed;

3.   Terminate this Agreement and return to Contractor all items not paid for in full by the City and receive back forthwith from Contractor the refundable deposit in full; or

4.   Pursue any other available legal remedy.

Documentation. Contractor shall, as part of the Certification of each item of Application Software provided by the Contractor, furnish the City with the following documentation, which shall be in a form and substance as is customarily provided by Contractor or provided to the Contractor by the manufacturer or developer, in accordance with industry-standard practices   :

   a.   User Manuals (5 copies of each);
   b.   Operations Manuals of each component provided by Contractor (1 copy of each); and,
   c.   Any other such materials that may be requested or helpful in implementing System.
   d.   The report format for all reports to be provided for the City.
   e.   Application Program Source Code (2 copies) and associated documentation as described in the Source Availability and Access section of this Agreement.

Contractor further agrees to furnish to the City any changes or modifications to the above-listed materials as part of this Agreement at the material and handling cost actually incurred by Contractor, as long as the Contractor continues to support the Application Software.

The City shall have the right, with no further permission required from Contractor at any time, to make unlimited copies of any or all of Contractor's manuals, publications or documentation for the use of the City, its consultants or other parties authorized by the City and then only to assist the City in its use of Contractor's licensed products.

Travel and Subsistence Expenses. The City shall reimburse Contractor at cost, the travel or subsistence expenses of employees or agents of Contractor in relation to Contractor's obligations under this Agreement where the City has specifically authorized in advance such travel or subsistence expenses.

Lodging reservations may be made via the internet, using service providers such as Priceline.com, Expedia.com, Orbitz.com, Travelocity.com, etc. Please note the sum of the service provider fees plus the room rate may not exceed the lodging rates noted below:

IN-STATE Location	Date Applicable	Lodging Rate Excludes Taxes and Surcharges	Meals & Incidental Expense (M&IE) Rate Includes tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
Fredericksburg (Spotsylvania,Caroline,Stafford County)		84	56

Meals and certain incidental travel expenses are reimbursable for overnight business travel, but may not be direct billed. These rates are all inclusive (taxes, tips, etc.). Incidental expenses include bellhop/waiter tips, valet, personal telephone calls, laundry and transportation between lodging and meals, etc.

M&IE RATE TABLE

The M&IE per diem rate must correspond to the location of the overnight stay: M&IE TOTAL $56

Breakfast	$9
Lunch	$13

Dinner	$29
Meals total	$51
Incidental Expenses	$5
75% Travel Days (Meals x ¾ + 5 – rounded up	$44

Other reimbursable travel expenses include:

- Business Telephone Calls (This includes personal cell phone charges that result from business calls--- i.e. the cost of the business calls or the cost of other calls that result from exceeding "free minutes" because of business calls.)
- Internet Access, Hotel Business Center Charges
- Facsimiles
- Taxes, fees, and surcharges paid by the traveler for lodging
- Tolls, Parking Fees – require an original receipt if greater than $20.00

These expenses and any other unusual expenses require documented justification to be reimbursed.

Disallowed expenses include:
- Lost or stolen articles
- Alcoholic beverages
- Damage to personal vehicles or other items
- Services to gain entry to a locked vehicle
- Movie rentals charged to hotel bills
- Any expenses related to personal negligence (e.g. non-canceled reservation, fines, etc.)
- Entertainment expenses
- Travel Insurance (Personal injury/loss, trip cancellation etc
- Towing charges
- Expenses for children, spouses, and companions

Air/Rail travel:

Documents that validate the mode and class of travel including boarding pass are required for all air and rail reimbursements. Only the price of economy fare will be reimbursed.

Car Rental:

Contractor will select the most economical agency and type of car available. The travelers must refuel the rental vehicle before returning it to the rental agency if the agency charged for refueling. Refueling is reimbursable with a receipt.

Application Software Warranty. Contractor warrants that all of its application software will perform to the specifications listed in its Proposal and any supporting application documentation. This warranty shall be in effect for as long as Contractor is under contract to provide support for the software. Contractor warrants the Application Software has no known defects other than those they have disclosed in this contract. Contractor shall not send City data back to the Contractor or other sites. Contractor warrants that the application software has been tested for viruses.

Exhibit 2 - USDOT 1050.2

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (herein referred to as "the Consultant"), agrees as follows:

a. Compliance with Regulations: The Consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The Consultant, with regard to the services provided by it after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.

c. Solicitations for Subconsultants: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the .Consultant of the Consultant's obligations under this Agreement.

d. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Department, *ot*the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Consultants and subconsultants with fifteen (15) or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the consultant or subconsultant is performing in accordance with this Agreement.

e. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

    1) withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
    2) cancellation, termination or suspension of this Agreement, in whole or in part.

f. Incorporation of Provisions: The Consultant will include the prov1s1ons of paragraphs "a" through "f' in every subcontract of $10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#	Exhibit 3 – Functional Requirements Matrix: Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
1	**System Architecture**			
1.1	The central system shall have a client-server architecture that accommodates five or more multiple concurrent users. The multiple users shall be from one or more locations (e.g. both traffic operations centers, field network locations, etc.) and access the system using the Ethernet-attached network interface, virtual private network (VPN) over the Internet, or via dialup remote access telephone lines. Web browser based remote access shall also be supported.			
1.2	The system shall support a network based on a mixture of Ethernet over wireless radios and broadband leased-line communications with a switch at all proposed field devices.			
2	**System Capacity**			
2.1	The system shall, at a minimum, accommodate: 100 field controllers, 100 ITS field devices, 40 system detectors, 50 control groups, and 10 concurrent users (including remote users).			
3	**Local Intersection Controller and Cabinet Hardware**			
3.1	Controller shall meet ATC standards for traffic controllers compatible with NEMA TS-1 and TS-2 style cabinets.			
3.2	Controller shall be IP addressable and shall have one or more built-in 10-Base T Ethernet ports, & a serial port.			
3.3	Controller shall have a front panel multi-line alphanumeric backlit display to show all operational parameters and states.			
3.4	Controller shall have an alphanumeric keypad to allow the controller to be programmed without requiring a laptop.			
3.5	Controller shall store all timing and control parameters (at a minimum) in flash memory. Settings shall not be lost during power outages.			
3.6	Controllers shall have the circuitry and memory to collect and store detector volume information per ATC standards. The detector information values shall include volume, density (occupancy), and speed. The detector information shall be stored in no greater than 15 minute increments for at least 72 hours before the memory location/buffer is overwritten.			
3.7	Controller shall include a data key or USB flash drive for upload and download of timing/controller data.			
3.8	Surge protection shall be provided for all hardware.			
3.9	Shall support security code such that when enabled, a user-specified security code is required to be entered before data may be changed. Security access shall be automatically rescinded 10 minutes after the last user keystroke or 10 minutes after access if there are no user keystrokes. Viewing of data shall not require the entering of the security code.			
4	**Local Intersection Controller Software**			
4.1	The software shall be updatable from a computer or laptop via serial or Ethernet connections.			
4.2	Shall support traffic control features such as 16 Vehicle Phases; 16 Pedestrian Phases; 4 Timing Rings; 16 Overlaps; 64 Detectors; 16 System Detectors, each with up to 10 different traffic response thresholds; 120 coordination plans, each with its own cycle length, offset and split.			
4.3	Shall support Time-Base Control including 200 Events, 99 Day Programs, 10 Week Programs, 36 Exception Day Programs that can override normal day programs.			
4.4	Shall support Preemption/Priority Control including 6 Preemption Routines, 6 Priority Routines.			
4.5	Shall support logs including Local Alarm Log, Communications Fault Log, Detector Fault Log, System Detector Log, Measures of Effectiveness (MOE) Log, Detector Volume Count Log, Cycle MOE Log, Malfunction Management Unit (MMU) Fault Log (for NEMA TS-2 cabinets).			
4.6	Shall support Diagnostics & Status Displays including Monitor Compatibility Diagnostics, Monitor Field Status Diagnostics, Cycling Diagnostics, Detector Diagnostics, Port Message and Communication Status Displays, Hardware I/O Status Display, MMU Status Display.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
5	**Central System Hardware**			
5.1	The servers shall be Microsoft Windows 2012 Server Standard Edition (or the equivalent of a later version if available) with SQL as the database format			
5.2	The client workstations and laptops shall be Microsoft Windows 7 Professional and fully support installation of Microsoft Office 2013 software (or equivalent if a newer version is available).			
6	**Central System Database**			
6.1	All system data shall be stored in a database management system (DBMS) back-end. The DBMS shall support common data exchanges with other databases using Open Database Connectivity (ODBC) or similar open exchange formats. All DBMS entries shall be checked for data type and allowable range to ensure data integrity.			
6.2	Users with appropriate access permissions shall be able to upload or download each controller's database to the DBMS. Uploads and downloads shall not interrupt normal operation of the controller, unless a download involves changes that require the controller to reinitialize. The system shall ensure an upload or download is done in full or not at all.			
6.3	The system shall allow the local controller database to be compared with the DBMS and discrepancies logged. The user shall be able to select which database to apply to resolve the discrepancy. A system-wide discrepancy report shall be generated on a daily basis and automatically stored on the primary system servers.			
6.4	The system shall allow the user to import and export timing plans to Synchro 9.0 or the most current version at the time the equipment is purchased.			
6.5	All databases shall be sortable by all fields, including the intersection primary and secondary street names.			
6.6	The system shall allow a user to make a copy of a controller database while removing site specific information (e.g., cross streets, identification number).			
6.7	The system shall be able to download and store system detector data for off-line analysis. It shall store all data up to a user-specified time, overwriting older data.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
7	**Central System Security and Reliability**			
7.1	At initial startup, the system shall begin normal operation with no prior state information. The system shall save all data and end all processes in an orderly manner at user-initiated system shutdown. The system shall save all data and end all processes in an orderly manner upon shutdown of the operating system. Startup and shutdown operations shall be logged and/or initiate a user-defined alarm, where possible.			
7.2	The system shall recognize different levels of user permissions that allow user-configurable read and/or write access to various system functions as well as system menus and submenus. A minimum of three permissions levels to which users can be assigned shall be pre-configured: Administrator (full access), User (full access with the exception of low-level OS and system administration functions not needed on a daily basis such as setting user permissions, adding or removing system devices, etc.), and Limited User (read-only access).			
7.3	The system shall have the ability to send pages, SMS messages, or emails. The system shall be configurable to page or message numbers/addresses at user-defined alarm conditions. The system shall allow the user to configure which number(s)/address(es) are paged or sent messages for different alarm conditions. The system shall be configurable to page or message different numbers/addresses at different times of day and days of the week. The system shall support distribution to at least 10 different numbers/addresses.			
7.4	The system shall be able to broadcast time to servers, workstations, field controllers, and field devices at user defined intervals. Servers shall keep their system time synchronized with the NTP server at all times. Workstations shall synchronize their clocks to the NTP server at login.			
7.5	The system shall not require administrative rights to operate the software. The application should run with user privileges.			
8	**Central System Graphical User Interface**			
8.1	The graphical user interface (GUI) shall be the primary means to access system features and displays. It shall conform to Microsoft Windows standards and be consistent, intuitive and easy to navigate. It shall make use of menus, dialog boxes and icons, to minimize reliance on a manual for most tasks. It shall support copy and paste between application windows.			
8.2	The system shall support the display of a system map of the City of Fredericksburg with icons denoting system devices and various status levels for different devices. The map will be dynamic in nature such that the background can be updated without reconfiguring the system device icons.			
8.3	The system map shall support a variety of vector and raster graphics formats as the background. Supported vector formats shall include ESRI shape files, and CAD drawings (.dwg, .dxf, .dgn) OR Spatial database engine (SDE) layers. Supported raster formats shall include Bitmap and JPEG OR Tagged Image File Format (TIFF) OR Portable Network Graphics (PNG).			
8.4	The system map shall support panning and zooming.			
8.5	The system map shall support multiple layers so that different types of background information can be turned on and off as desired. Panning and zooming shall not cause layers to misalign. For ESRI shape file layers, the user shall have the ability to change colors, fonts, and line weights. The user shall be able to re-order layers without removing and re-adding.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
8.6	The user shall be able to set a minimum zoom level for each layer and system device on the map. This shall be the zoom level beyond which the layer or device is not viewable. This controls the level of detail/information shown when viewing a wide geographic area.			
8.7	The system shall allow the user to define saved map views that can be selected later. For instance, users should be able to select a saved map view to quickly zoom to a particular control group or geographic area of the city.			
8.8	The GUI devices (e.g. traffic signals, ITS elements, etc.) shall be selectable from the map so the user can view status and properties, or edit parameters or settings. The GUI icons on the system map shall update at a refresh rate of at least once per minute to show high-level status such as the mode of operation at an intersection.			
8.9	The user shall be able to assign system detectors to directional links to show congestion levels based on the measurements of those system detectors and user-defined thresholds. Link congestion status shall be updated a minimum of once per minute.			
8.10	The map shall support display of a user-editable legend defining icons.			
8.11	The map GUI shall provide a straightforward means to add devices to the map, remove devices from the map, or move devices on the map.			
8.12	The user shall be able to assign hyperlinks to icons on the map so that clicking on the hyperlink automatically opens a web browser window to the specified URL (e.g. Intranet/Internet address).			
9	**Central System Intersection Monitoring**			
9.1	The system shall communicate with all on-street equipment at a minimum of once-per-minute to monitor status.			
9.2	The system shall provide the user the ability to monitor individual intersections to view their operation and status in real-time. The user shall be able to view real-time operations for multiple intersections at the same time.			
9.3	The system shall provide the ability to view static intersection information in real-time. At a minimum, static information shall include intersection geometry (number of lanes, turn lane lengths, cabinet locations, pole locations, detector locations/zones, and ITS devices). Developing this static information shall have the option to make use of copy/paste functions from other intersections.			
9.4	The system shall provide the ability to view dynamic intersection information in real-time. At a minimum, dynamic information shall include current plan, phase status, coordination status, alarm status (if any), pedestrian activity, and preemption/priority status. The refresh rate shall be once per second.			
9.5	The system shall include a time-space diagram viewer for a selected series of intersections that shows "green bands" for coordinated phase green times and offsets. The time-space diagrams shall also show the actual green usage for the previous cycle.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
10	**Central System Traffic Control**			
10.1	The system shall be distributed. The central software shall make the most use of the memory, processing and programming capabilities of the local controllers, storing timing plans and parameters in the local controller to the extent possible. However, the system shall have centralized traffic control functions, effectively acting as a master controller over multiple groups of intersections, where those group assignments can be changed by time-of-day or other traffic responsive thresholds.			
10.2	The system shall allow the user to manually override the current program in effect for any intersection or group of intersections. The manual override should be programmable to allow for override for a specified time period.			
10.3	The system shall allow the user to place an intersection or control group in flash mode by time-of-day and day- of- week.			
10.4	The system shall include a scheduler that allows the user to program time-of-day, day-of-week, and day-of-year schedules for each control group. Keeping with the principle of distributed control, the timing plans should be stored locally to the extent possible.			
10.5	The system shall provide a traffic-responsive plan selection (TRPS) algorithm that can initiate transition to a new timing plan based on user-defined thresholds of system detector measurements over a user-defined interval. The thresholds should allow for various inputs by time-of-day and evaluate data in 10 or 15 minute intervals. The TRPS algorithm shall limit the amount of switching between plans that is allowed.			
10.6	The system shall be able to dynamically move intersections from one group to another by time of day, traffic responsive plan selection, or operator intervention.			
10.7	To accommodate future needs, the system shall be able to interface with local transit vehicle priority and emergency vehicle preemption functions. All priority and preemption activity shall be logged and easily reportable.			
11	**Central System Status Monitoring**			
11.1	The system shall monitor all field devices and log activity such as: Communication errors, Controller failure, Flash condition, Local and system detector status, Cabinet door open, Conflict monitor status, Pedestrian actuation, Conflicting local controller and system data, Local preemption, and Local manual control.			
11.2	The system shall provide real-time status displays, refreshed once per second, with detailed information on the following: Controller status (e.g., mode, green phase(s), ring status), Coordination status, Preemption status, Time base status, Detector status, Malfunction Management Unit (MMU) status, and Group status.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
12	**Central System Reporting**			
12.1	The system shall produce a variety of predefined reports to help users manage system performance. Reports shall include a high level of detail and be professional in appearance in order to not require substantial formatting before being distributed to stakeholders.			
12.2	Predefined reports shall include, at a minimum, for either intersections or control groups: Measures of effectiveness, Intersection detector volumes, System detector volume and occupancy, Communication faults, Detector faults, Local alarms, MMU faults, Group reports, Group traffic-responsive plan changes, Traffic-responsive system detector parameters and threshold comparisons.			
12.3	The system shall allow users to define custom reports from any database entry either from scratch or based on a predefined report.			
12.4	An event log shall record system activity by date and time. It shall be viewable, sortable, filterable, and printable.			
13	**Contractor Software Maintenance**			
13.1	The Contractor shall be capable of providing system integration services upon request of the City.			
13.1a	Populate/configure local controller with timing plan, network addressing, and intersection parameters in preparation for others to install in the field.	N/A (Optional Cost)		
13.1b	Populate/configure central database for a group of 20 intersections including network addressing, GUI system mapping, and intersection GUI setup, and coordinate with City staff to bring them online after their installation in the cabinets.	N/A (Optional Cost)		
13.2	The Contractor shall provide a renewable annual maintenance agreement to the City, and clearly state what is/is not included for the associated cost.			
13.3	The maintenance agreement shall include a minimum 80 hours of online, live technical support available between the hours of 8:00 AM and 5:00 PM Eastern Standard Time.			
13.4	The maintenance agreement shall include the provision and on-site installation of software patches to correct bugs and defects. This may be done remotely if feasible.			
13.5	The maintenance agreement shall include the provision and installation of upgrades and version releases of the software.			
13.6	The maintenance agreement shall include training to instruct system users on the enhancements and features of the software upgrades and releases.			

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)

NON-MANDATORY REQUIREMENTS

#	Functional Requirement	Standard in Base Package (Yes/No)	Option to Base Package (Yes/No)	Custom to Base Package (Yes/No)
14	**CCTV Subsystem**			
14.1	The CCTV subsystem shall share the same user interface as, and be integrated with, the central system software.			
14.2	The CCTV subsystem shall be able to support 50 cameras.			
14.3	The CCTV subsystem shall allow the user to view 10 full-motion video feeds simultaneously.			
14.4	The CCTV video distribution system shall be digital, with field encoders and central office decoders. It shall support MPEG-2, MPEG-4, and H.264 video compression standards.			
14.5	The CCTV subsystem shall include logic for a control hierarchy. Higher priority users (based on login identification) shall be able to assume pan/tilt/zoom control over a lower priority user. Once assuming control of a camera, a user should be able to lock out lower priority users. After a user-configurable length of time of inactivity, the lock should end allowing any user to assume control. The interface shall indicate which login has control. After a predetermined period of inactivity, the CCTV subsystem shall support automatically returning to a default preset position.			
15	**Traveler Information Interface**			
15.1	The system shall have the ability to store and catalog video image snapshots for each City camera location on a periodic basis (i.e. once per minute) for the purpose of sharing with regional traveler information systems.			
15.2	The system shall have the ability to track and update local construction, lane closures, and planned special event schedules to supplement 511 and other traveler information services.			
15.3	The system shall have the ability to track and update local detours (traffic, construction, or weather/flood related).			
15.4	The system shall utilize exchangeable data formats (e.g. XML, GIS shape files, etc.).			

Provide a completed pricing table with your proposal using the following template.

City of Fredericksburg ATMS Standard Software and Hardware Items for Pricing

			Base Package	Options	Custom
	Central & Integration (initial system deployment cost)				
Central & Integration (beyond initial system deployment cost)					
	Populate/configure GUI/central database for groups of 10 controllers				
	Supplemental Training (Hourly)				
	Year 1 Annual Support Maintenance Contract				
	Year 2 Annual Support Maintenance Contract				
	Year 3 Annual Support Maintenance Contract				
	Year 4 Annual Support Maintenance Contract				
	Year 5 Annual Support Maintenance Contract				
	System Troubleshooting Support (Remote) -- Hourly				
	System Troubleshooting Support (On-Site) -- Hourly				
Cabinet standards			Unit Cost	Extended Cost	
	Signal Cabinet (Empty)				
	1	R-77 Aluminum Cabinet w/slide-out drawer			
	1	16position TS2 Type1 Horizontal main panel			
	Signal Cabinet (City baseline)				
	1	R-77 Aluminum Cabinet w/slide-out drawer			
	1	16position TS2 Type1 Horizontal main panel			
	1	MMU-16E Malfunction Management Unit - Ethernet			
	1	TS2 Cabinet Power supply			
	3	Bus Interface Units (BIUs)			
	12	Load switches			
	6	Flash transfer relays			
	1	Flasher			
	1	Detector rack and power supply			
	4	2ch Detector card (loop or video)			
Individual components					
	ATC Signal controller for TS-1 cabinet				
	ATC Signal controller for TS-2 cabinet				
	Signal malfunction management (MMU) unit - Ethernet				
	Bus Interface Unit (BIU)				
	Detector power supply				
	Detector rack (replacement and for expansion at larger intersections)				
	2ch Loop Detector Card				
	Video detection Card				

Exhibit 4 – Contract Cover Sheet

City of Fredericksburg, Virginia

Contract for Advanced Traffic Management System

This contract, dated _____, 2015, between the City of Fredericksburg, Virginia and [CONTRACTOR'S FULL LEGAL NAME – VERIFY AT https://cisiweb.scc.virginia.gov/z_container.aspx], a [TYPE OF BUSINESS ENTITY], consists of:

1. This contract cover sheet;

2. The [TITLE OF PROPOSAL OR CONTRACTOR'S NAME] proposal dated [DATE];

3. Request for Proposals #[NUMBER AND TITLE], including the contract terms attached to the request;

4. [ANY OTHER DOCUMENTS THAT CONTAIN CONTRACT TERMS]; and

5. These additional terms:

    5.1. The total of all payments by the City under this contract shall not exceed $ [AMOUNT].

    5.2. The contract term commences upon the date of this contract award. The contract is for a term of one year, unless extended or terminated in accordance with the contract terms.

Approved as to form: City of Fredericksburg, Virginia

_____   By: _____
Rob Eckstrom, Assistant City Attorney   Beverly R. Cameron, City Manager

                                                                     [CONTRACTOR NAME]

                                                                     By: _____
                                                                          [NAME AND TITLE]

Exhibit 5 – Certification

My signature below certifies that:

I agree to abide by all conditions of the Request for Proposals.

This proposal is made without collusion or fraud and this proposer has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor. This proposer has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. This proposal is in compliance with the State and Local Government Conflicts of Interest Act and Article 6 of the Virginia Public Procurement Act (Ethics in Public Contracting).

Complete legal name of proposer, as registered with the Virginia State Corporation Commission:

_____

Federal Tax ID Number (or SSN):

_____

Address:

_____

Phone number and email:

_____

Check one:

- ❑ I am submitting this proposal as an individual. If I am doing business under a fictitious name, I have attached proof that the fictitious name is registered with the Fredericksburg Circuit Court Clerk.
- ❑ Proposer is a corporation and I am a President or Vice President of the corporation.
- ❑ Proposer is an LLC and I am a Manager, Member, or Managing Member of the LLC.
- ❑ None of the previous boxes apply to me. I have attached the following document(s) as proof that I have the authority to bind the proposer to a contract resulting from this RFP:

    _____

Name and Title:

_____

Signature:

_____

Exhibit 6 – Nondisclosure and Confidentiality Agreement

This nondisclosure and confidentiality agreement, dated _____, 2015, is between the City of Fredericksburg, a Virginia municipal corporation, and _____, (the "Business Associate").

RECITALS

    A.   The Business Associate has been retained by the City to perform certain services on its behalf, specifically, _____.

    B.   In connection with the Business Associate's provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information and Protected Health Information (as defined below).

    C.   No portion of Business Associate's provision of services requires the capture, acquisition, use, or dissemination of any of the City's information.

    D.   City wishes to provide for the confidentiality of the City's information.

    E.   Business Associate agrees to these terms as a condition to receiving the contract to perform services for the City.

AGREEMENT

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Business Associate agrees as follows.

    1.   **Definitions**.   For purposes of this Agreement,

        a.   "Confidential Information" will include:

            i.   Full Social Security Number (last 4 digits only are acceptable)
           ii.   Driver's License Number
         iii.   Financial account number or credit/debit card number
         iv.   Criminal history information
           v.   State ID card number
         vi.   Passport number
       vii.   Personally identifiable medical information
      viii.   Secret tax information as described in VA Code 58.1-3

        b.   "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate.

        c.   "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.

The term includes the officers, employees, agents, and contractors of the Business Associate and all persons who have access to Confidential Information by or through the Business Associate.

d. "Protected Health Information" will have the same meaning as the term "protected health information" in 45C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the City.

2. **Confidentiality**. At all times, both during and after the termination of its relationship with the City for any reason, the Business Associate and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.

3. **Indemnity.** The Business Associate hereby agrees to indemnify the City against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the City as a result of a breach of this Agreement by the Business Associate or its Representatives.

4. **Protection**. The Business Associate will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.

5. **Irreparable Harm**. The Business Associate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the City will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the City will deem appropriate. Such right of the City is to be in addition to the remedies otherwise available to the City at law or in equity. The Business Associate expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the City.

6. **Survival**. This agreement will continue in full force and effect even after the termination of the Business Associate and the City for any reason.

7. **Successors and Assigns**. This agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable.

8. **No Waiver of Rights, Powers and Remedies**.   No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

9. **Governing Law**.   This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. **Attorneys' Fees**.   If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.

11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

Business Associate:
        Signature

By: _____   Date: _____

Title: _____

Exhibit 7 – Third Party Access Policy

Purpose

The purpose of the City of Fredericksburg Third Party Access Policy is to establish the rules for Third Party access to City of Fredericksburg (herein after "City") information systems, Third Party responsibilities, and protection of City information.

Scope

This Third Party Access Policy outlines responsibilities and expectations of any individual from an outside source (contracted or otherwise) who requires access to City information systems for the purpose of performing work. This policy also outlines the responsibilities and expectations of City personnel responsible for the contracting and/or supervising of the Third Party. A third party could consist of, but is not limited to: software Contractors, contractors, consultants, business partners, and security companies.

Policy

Server Rooms

The Third Party agrees to follow the City **Server Room Access Policy**.

Third Party Policy Guidelines
  1. The Third Party agrees to / that:

- All work shall be scheduled with and pre-approved by the City's Information Technology Department (herein after " IT"). Also, all configuration information of any installed software as well as virus checking of that software shall be made available to IT.

- The Third Party shall have access only to City information that has been pre-approved by IT.

- Meet the following minimum security requirements (i.e. method for remote access).

    o Any remote support connection must be encrypted with a minimum of AES128 bit encryption.
    o Any remote support connection must have an inactivity timeout with a maximum of 15 minutes.
    o Any remote support connection must be configured to allow the City of Fredericksburg to monitor the remote session.
    o Remote support access shall follow the minimum amount of rights to complete their responsibilities.
    o Remote support access must be configured in a way that the City can disconnect at any time.
    o Remote support access from a Third Party must have an up to date and operational virus /malware scanner.
    o Remote support access from a Third Party must also be secured by either a software based firewall installed on the computer or a hardware based solution. It must be up to date and operational.
    o Any special considerations must be approved by IT.

- City information shall be guarded by the Third Party. Signing of a **Non-Disclosure Agreement** is required.

    o This includes the disclosure of confidential information to anyone, including City staff (ex. Passwords).

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- The Third Party agrees to use City information only for the purpose of performing work for the City. Any City information acquired by the Third Party shall not be used for the Third Party's own purposes or divulged to others.

- Without the City's written permission, no one may extract, use or reuse all or any part of the database, judged quantitatively or qualitatively, in a manner that conflicts with the normal exploitation of the database in actual or potential markets. This prohibition applies whether the database is misappropriated all at once or through repeated or systematic, small takings, and whether the defendant takes the database personally or does so through agents or contractors.

- Specific prohibited acts include using all or any part of the contents of the protected database (1) in a directly competitive product or service; (2) in a product or service that directly or indirectly competes in any market which the database owner has a demonstrable interest or expectation of entering; (3) in a product or service marketed to those who would otherwise be expected to be customers for the original database; or (4) by or for multiple users within an organization who may "piggyback" additional uses or additional users not in concert with the original authorization by the owner.

2. The Third Party must comply with all applicable City standards, agreements, practices and policies, including, but not limited to:

- Acceptable use policies.
- Software licensing policies.
- Safety policies.
- Auditing policies.
- Security policies.
- Non-disclosure policies.
- Privacy policies.

(Copy of policies available upon request)

3. The City shall provide an Information Technology point of contact for the Third Party whether it is one person from the IT department or an interdepartmental team. This point of contact shall liaise with the Third Party to ensure they are in compliance with these policies.

4. The Third Party shall provide the City with a list of all additional Third Parties working on the contract. The list must be updated and provided to the City within 48 hours of any staff changes.

5. Third Party access to systems must be uniquely identifiable and authenticated, and password management must comply with the City's **Password Policy**. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (i.e. encryption, intrusion detection, DMZ architecture).

6. Any Third Party computer/laptop/tablet PC, or other device, that is connected to the City's systems must have up-to-date virus protection and patches. The Third Party shall be held accountable for any damage to the City's network and/or data should it be determined that the incident was directly related to that Third Party's access.

7. If applicable, each Third Party on-site employee must acquire a City ID badge that must be displayed at all times while on the premises. The badge must be returned to the City upon termination or completion of a contract.

8. Upon request, each Third Party shall ensure and provide documentation that their employees that have access to City confidential information have been cleared to handle that information.

9. Upon request, an explanation of how City information shall be handled and protected at the Third Party's facility/site must be provided.

10. Third Party employees must report all security incidences to City IT personnel.

11. The Third Party must follow all applicable change control procedures and processes.

12. All software used by the Third Party in providing service to the City must be properly inventoried and licensed.

13. All Third Party employees are required to comply with all applicable auditing regulations and City auditing requirements, including the auditing of the Third Party's work.

14. Regular work hours and duties shall be defined in the contract. Work outside of defined parameters must be pre-approved in writing by IT.

15. All Third Party maintenance equipment on the City's network that connects to the outside world via any communication path shall remain disabled except when in use for authorized maintenance.

16. The Third Party's major accomplishments must be documented and available to City management within 48 hours. Documentation should include, but is not limited to events such as:

    o   Personnel changes.

    o   Password changes.

    o   Project milestones.

    o   Deliverables.

    o   Arrival and departure times.

17. Upon departure of the Third Party from the contract for any reason, the Third Party shall ensure that all confidential information is collected and returned to the City or destroyed within 48 hours. The Third Party shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the Third Party must be documented and authorized by the City IT Department.

18. The City may perform an impact analysis of other business-critical functions, once work has begun by the Third Party.

19. The City may monitor system and network log files.

20. The City shall eliminate Third Party physical access to facilities after the contract has been completed or terminated. The following steps must be performed:

    • Remove Third Party authentication and all means of access to systems.

- If needed, ensure that incoming e-mail is re-routed to an appropriate person.

- Archive any Third Party software configuration, and transfer ownership to designated internal staff.

- Obtain a written statement from the Third Party that any software created and/or installed by the Third Party is free of viruses and any other malicious code.

21. The Third Party agrees that:

- Electronic self-help shall not be used to prevent the City's use of Systems and that the City shall only be deprived of the use of Systems by order of a court of competent jurisdiction.

- The Application Software shall not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized in this Agreement.

- They shall not introduce any restraints at a future date via remote access, software update or any other means without first obtaining approval from the City in writing.

- No limitation of liability or consequential damages shall apply to a breach of the aforementioned provisions.

Non-Compliance

Violations of this policy shall be treated like other allegations of wrongdoing at the City of Fredericksburg. Allegations of misconduct shall be adjudicated according to established procedures. Sanctions for inappropriate use on the City of Fredericksburg's systems and services may include, but are not limited to, one or more of the following:

1. Temporary or permanent revocation of system access;
2. Determination of breach of contract;
3. Termination of contract; and/or
4. Legal action according to applicable laws and contractual agreements, including action to recover monetary damages for breach of contract.

Third Party User Agreement

I have read and understand the Third Party Access Policy. I understand if I violate the rules explained herein, I may face legal action according to applicable law.

Name: _____

Signature: _____

Date: _____

Exhibit 8 – System Acceptance Certificate

I, _____ hereby acknowledge receipt in good condition of an Advanced Traffic Management System under City of Fredericksburg RFP# 2015-PW-Traffic-03. I hereby certify that this system is currently functional and meets the requirements of the RFP. This certification does not relieve Contractor of any of the

warranty, maintenance or support obligations contained in the contract.

City of Fredericksburg, Virginia

By:

_____

Date:

_____